

EXECUTION VERSION

**AMENDMENT TO POWER PURCHASE AGREEMENT**

**THIS AMENDMENT TO POWER PURCHASE AGREEMENT** (this "Amendment") is entered into on this 25<sup>th</sup> day of September, 2017, by and between **OLANTA SOLAR, LLC**, a North Carolina limited liability company ("Seller"), and **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("Buyer").

Buyer and Seller are herein referred to collectively as the "Parties" and individually as a "Party." Notwithstanding anything set forth herein, neither this Amendment nor any modification contemplated hereunder will be effective unless and until both Parties have executed and delivered this Amendment, and such date shall be the "Effective Date" of this Amendment.

Whereas, Buyer and Seller are parties to that certain Power Purchase Agreement, effective as of January 25, 2016, (the "Agreement");

[REDACTED]

[REDACTED]

Whereas, the Parties now desire to amend the Agreement pursuant to the terms set forth below.

Now Therefore, in consideration of the promises, mutual covenants and conditions set forth herein in this Amendment, the Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. **Limited Amendment.** The modifications to the Agreement specified in this Amendment shall be limited to the matters addressed herein and shall not be considered as a precedent for or obligate either Party to make any future agreements or modifications whether similar or dissimilar.
2. **Definitions.** Article 1 of the Agreement is hereby amended to add the following definition:

[REDACTED]

3. **Amendment to Revise the Term.** Section 3.1 of the Agreement is hereby replaced in its entirety with the following:

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#### 4. Performance Assurance Requirements.

**Performance Assurance Requirements.**

**5. Amendment to Replace the Performance Security Table.** The Performance Security Table set forth in Section 5.2.2 of the Agreement is hereby replaced in its entirety with the following:

[illegible]

## 6. Amendments to Replace Certain Exhibits.

- (i) **Exhibit 2** ( ). Exhibit 2 attached to the Agreement is hereby replaced in its entirety with the Exhibit 2 attached to this Amendment.
- (ii) **Exhibit 3** ( ). Exhibit 3 attached to the Agreement is hereby replaced in its entirety with the Exhibit 3 attached to this Amendment.

(ii) **Exhibit 3** (REDACTED). Exhibit 3 attached to the Agreement is hereby replaced in its entirety with the Exhibit 3 attached to this Amendment.

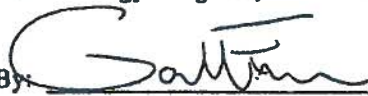
7. **Cost Recovery.** Pursuant to Section 24.5 of the Agreement, Seller shall pay Buyer an administration charge of [REDACTED] which shall be due and payable within five (5) Business Days after the Effective Date of this Amendment.

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8. **No Further Amendment.** Except as herein amended, all terms and conditions of the Agreement are hereby reaffirmed and shall remain in full force and effect as previously written and shall be construed as one document with this Amendment.
9. **Regulatory Approvals.** Seller represents and warrants to Buyer that, as of the date of this Amendment, Seller has obtained such approvals as may be required by all applicable regulatory bodies in connection with, or related, the matters addressed in this Amendment.
10. **Representations and Warranties.** Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof; (vi) each Party agrees that neither Party shall have any provision hereof construed against such Party by reason of such Party drafting any provision of this document; and, (vii) nothing in this Amendment intended to modify or otherwise clarify the intent of any provision of the Agreement, except to the extent expressly modified hereby.
11. **Defined Terms.** All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.
12. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to choice of law doctrines.
13. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.


IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

Duke Energy Progress, LLC

By:   
Name: Gary Freeman  
Title: GM DER Compl, Origination & Ops,  
Renewable Gen Dev & Wholesale

Date: September 25, 2017

Olanta Solar, LLC

By:   
Name: Matthew Jackson  
Title: Authorized Person

Date: 9/25/17









[illegible]